

**INTERGOVERNMENTAL AGREEMENT**  
**Emergency Traffic Signal Maintenance**

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF SIERRA VISTA

THIS AGREEMENT is entered into April 21, 2004, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF SIERRA VISTA acting by and through its MAYOR and CITY COUNCIL (the "City").

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The City and the State have common traffic signal maintenance and repair needs. By combining their respective resources, greater efficiencies, traffic safety and cost savings, are possible. Both the City and the State employs IMSA certified Traffic Signal Technicians, who provide preventative maintenance and emergency traffic signal services to more than 23 signalized City intersections for and within the City's limits, and who respond from the Tucson area to provide preventive maintenance and emergency traffic signal services to more than 17 signalized State intersections within the City's limits and its immediate environs.

4. The State desires to contract with the City for providing Emergency Traffic Signal Maintenance Services that will reduce emergency call-out response times, improve the efficient operation of the State and result in safer signalized intersections for the traveling public during said emergency situations. The purpose of this agreement is to outline each party's responsibility, associated with contracting the City for providing services referenced, herein referred to as the "Project".

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

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NO. 26785  
Filed with the Secretary of State  
Date Filed: 04/21/04  
Janice K. Brewer  
Secretary of State

By: Timothy J. Haeneveld

## II. SCOPE OF WORK

### 1. The City will:

a. Upon request by the State's Baja Regional Traffic Operations Manager, or his duly authorized representative, provide emergency maintenance or repair services to the State traffic signals within the City's area, as listed in Exhibit "A", attached hereto and made a part hereof. "Emergency Maintenance or Repair Services" shall be determined by the State's Baja Regional Traffic Operations Manager. The City shall dispatch a certified Traffic Signal Technician or respond to a State emergency services page within thirty minutes of a request for emergency traffic signal maintenance or repair service.

b. Keep accurate and complete records as to the location, date, time man-hours expended, and traffic signal parts used, to resolve emergency traffic signal maintenance or repair request. The City's Traffic Signal Technician shall contact the State's Regional Traffic Operations Manager the next regular business day to report emergency traffic signal maintenance or repair service call-out.

c. Charge the State for labor, equipment, and parts (if not provided by the State) required for providing emergency maintenance or repair services on authorized State traffic signals pursuant to this Agreement, and in accordance with the hourly charge-out rates listed on Exhibit "B", attached hereto and made a part hereof. The hourly charge-out rates, in Exhibit B, shall remain in effect during each City fiscal year, unless adjusted by City, prior to the next City fiscal year. If the City determines it necessary to revise the scope of services provided and/or the charge-out rates for said services, CITY shall notify State on or before April 1<sup>st</sup> of each year of any proposed changes in the scope of services and/or charge-out rates, to be implemented the next City fiscal year.

d. Submit an invoice to the State, no more than monthly, for any authorized traffic signal emergency maintenance or repair work performed by the City.

### 2. The State will:

a. Provide the City with an inventory of at least two spare traffic signal controllers, spare traffic signal head lamps, and any other signal parts that the State deems necessary to resolve most common emergency call-outs. The City and the State shall inventory and reconcile those spare traffic signal parts provided by the State on an annual basis.

b. Reimburse the City for any traffic signal parts that may be used from City's inventory to resolve traffic signal maintenance or repair call-out.

c. Upon 30 days of receipt and approval of each monthly billing from the City, reimburse the City for emergency traffic signal maintenance or repair services rendered, from the State's "Traffic Signal Maintenance Services Fund"

d. Be responsible for any payments up to the termination date, in the event either party terminates this agreement, unless the services provided by the City were received prior to the date of termination and attributable to the State.

### 3. The City and the State agree:

a. If this Agreement is terminated for any reason, CITY shall surrender any equipment or parts provided by the STATE for the purposes of providing emergency traffic signal maintenance or repair services.

b. Each party shall designate a representative or representatives, notice of the same to be provided to the other party, who shall be jointly responsible for developing procedures to be utilized in fulfilling this Agreement and providing other administrative services as necessary. Any disputes arising under this agreement which cannot be resolved by the above-mentioned representatives, shall be referred to the City Manager and State's Director for joint resolution. Disputes not resolved at this level shall be referred to binding arbitration to be conducted by a panel of three arbitrators, one selected by each party, and the third selected by the two arbitrators.

c. Unless otherwise specified herein, any notice or communication required or permitted under this Agreement shall be in writing and sent to the address given below for the party to be notified.

City of Sierra Vista  
Attn: Purchasing Manager  
1011 North Coronado Drive  
Sierra Vista, AZ 85635

Arizona Department of Transportation  
Attn: Paul Sykes  
1444 W. Grant Rd.  
Tucson, AZ 85745

d. To provide the other current lists of phone and/or pager numbers that shall be used for reporting an emergency traffic signal incident, contacting emergency callout crews, or contacting each respective agency during non-emergency situations as outlined in Exhibit "C" attached hereto and made a part hereof. Exhibit C shall be amended by written notice, when applicable. All amendments for this list shall be in the form of Exhibit C and provided to the parties specified in 3.c. and III.8. for file documentation.

e. In the event either party is in breach of this agreement, this agreement may be terminated after providing written notice with twenty (20) days to correct or remedy the breach. If said breach is not remedied, this agreement shall terminate at the expiration of the twenty (20) day period. The City will not be responsible to provide services after the date of termination. The State will not be responsible for any payments after the date of termination unless attributable to services provided prior to the date of termination.

### **III. MISCELLANEOUS PROVISIONS**

1. This agreement shall become effective upon filing with the Secretary of State and shall be deemed renewed for successive period of one-year as of July 1 of each year, unless terminated by mutual written agreement of both parties, provided however that either party may terminate this agreement without cause upon providing thirty (30) days written notice to the other party.

2. Each party agrees to assume responsibility for the conduct of its employees, officials, and agents and for all claims, demands, suits, damages, and loss which result from the negligence or intentional torts of such party or its agents, officials, and employees, in the performance of the agreement. The extent of the forgoing liabilities shall be limited to, and determined by, the respective fault of the parties in comparison with others, including, but not limited to, the other party, who may have contributed to or in part caused any such claim to arise.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 and §35-215 applicable to this contract.

5. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

6. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

Unless otherwise specified herein, any notice or communication required or permitted under this Agreement shall be in writing and sent to the address given below for the party to be notified.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

City of Sierra Vista  
City Manager  
1011 N. Coronado Drive  
Sierra Vista, AZ 85635

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17th Avenue – Mail Drop 616E  
Phoenix, AZ 85007  
FAX (602-712-7424)

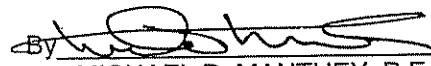
9. Pursuant to Arizona Revised Statutes, Section 11-952, (D), attached hereto and incorporated herein are the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

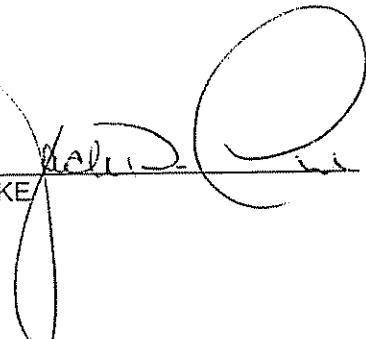
CITY OF SIERRA VISTA

By   
TOM HESSLER  
Mayor

STATE OF ARIZONA  
Department of Transportation

By   
MICHAEL P. MANTHEY, P.E.  
State Traffic Engineer

ATTEST:

By   
JACK COOKE  
City Clerk

## EXHIBIT "A"

### ADOT TRAFFIC, SIGNALIZED INTERSECTIONS WITHIN THE SIERRA VISTA AREA

ADOT Intersection Location	ADOT Milepost <u>Identification</u>
State Route 90 / East Gate, Fort Huachuca	317.18
State Route 90 Bypass / Seventh Street	318.6
State Route 90 Bypass / Coronado Drive	319.6
State Route 90 Bypass / Charleston Road	321.2
State Route 90 / State Route 92	321.5
State Route 90 East / Indian Hills Shopping Center	321.6
State Route 90 East / Giulio Cesare	322.5
State Route 90 East / Colonia de Salud	323
State Route 92 / Foothills Drive	321.84
State Route 92 / Avenida Cochise	322.72
State Route 92 / Calle Mercancia	323
State Route 92 / St. Andrews Drive	323.7
State Route 92 / Buffalo Soldier Trail	324.23
State Route 92 / Canyon de Flores	324.7
State Route 92 / Kachina Drive	325.22
State Route 92 / Choctaw Drive	325.72
State Route 92 / Yaqui Drive	326.2

## **EXHIBIT "B"**

**CITY OF SIERRA VISTA  
EMERGENCY TRAFFIC SIGNAL MAINTENANCE OR REPAIR  
HOURLY CHARGE OUT RATES  
JULY 1, 2003, THROUGH JUNE 30, 2004**

The City of Sierra Vista, Department of Public Works, provides emergency traffic signal maintenance and repair services during normal working hours and during off hours, weekends, and holidays. Below is a breakdown of the hourly charge out rates and minimum call out times which the CITY will invoice STATE for authorized emergency traffic signal maintenance or repair services:

**I. Hourly Charge Out Rate During Normal Working Hours (7:00 AM through 3:30 PM, Monday Through Friday)**

Labor (indirect hourly cost w/burden)	<b>\$26.57/hour</b>
Boom truck and equipment	<b>\$19.50/hour</b>
Overhead, management, and supervision (30%)	<b><u>\$13.93/hour</u></b>
Normal Duty Hourly Charge Out Rate	<b>\$60.00/hour</b>

This hourly charge out rate shall be charged for authorized emergency traffic signal maintenance or repair services performed during normal working hours. This rate could also be charged for any non-emergency traffic signal maintenance work, authorized by ADOT, during normal working hours. A minimum of one (1) hour will be charged for each authorized call out.

**II. Hourly Charge Out Rate During Off Duty Hours (weekends, holidays, or between the hours of 3:30 PM and 7:00 AM, Monday through Friday)**

Labor (indirect overtime hourly cost w/burden)	<b>\$38.97/hour</b>
Boom truck and equipment	<b>\$19.50/hour</b>
Overhead, management, and supervision (30%)	<b><u>\$16.53/hour</u></b>
Off Duty Hourly Charge Out Rate	<b>\$75.00/hour</b>

This hourly charge out rate shall be charged for authorized emergency traffic signal maintenance or repair services performed during holidays, weekends, or off duty hours during the workweek. A minimum of two (2) hours will be charged for each call out. Any additional hours required to resolve an emergency beyond the minimum two-hour call out period will be billed at this charge-out rate.

## EXHIBIT "C"

### LISTS OF PHONE AND/OR PAGER NUMBERS

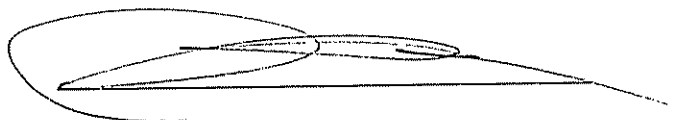
As of  
February 4, 2004

CITY OF SIERRA VISTA	AZ DEPARTMENT OF TRANSPORTATION
Public Works Traffic Signal Technician (520) 803-6312 Emergency Pager No.	ADOT, Baja Regional Traffic Operations Manager (520) 449-0734 Emergency Cell Phone No.
Public Works Traffic Signal Technician (520) 559-5088 Emergency Cell Phone No.	ADOT, Baja Regional Traffic Signal Technician (520) 349-4819 Emergency Cell Phone No.
Sierra Vista Police Dept. (520) 458-3311 Dispatch Phone No.	AZ Dept. of Public Safety (520) 746-4500 Dispatch Phone No.
Public Works Department (520) 458-5775 Non-Emergency Phone No.	ADOT, Baja Regional Traffic Operations (520) 628-5658 Non-Emergency Phone No.

APPROVAL OF THE CITY OF SIERRA VISTA ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, among the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION and the CITY OF SIERRA VISTA and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 18 day of March, 2004.



City Attorney



RESOLUTION 2004-035

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR EMERGENCY TRAFFIC SIGNAL MAINTENANCE AND REPAIR SERVICES; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, the City of Sierra Vista is authorized to enter into intergovernmental agreements with other agencies pursuant to Arizona Revised Statute §48-572; and

WHEREAS, the City and the State have common traffic signal maintenance and repair needs; and

WHEREAS, Arizona Department of Transportation (ADOT) IMSA certified traffic signal technicians are located in Tucson, which causes a delayed response time to traffic signal emergencies in Sierra Vista; and

WHEREAS, the City has IMSA certified traffic signal technicians and can respond much quicker to traffic signal emergencies than ADOT can; and

WHEREAS, ADOT desires to enter into an Agreement with the City to have City staff provide emergency maintenance and repair services for traffic signals in the City's area as shown in Exhibit "A" of the Agreement; and

WHEREAS, the City is willing to enter into said Agreement to perform emergency maintenance and repair services for ADOT.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, AS FOLLOWS:

### SECTION 1

That the settled policy of cooperating with other governmental agencies, most recently affirmed by Resolution 2003-134 be, and hereby is, reaffirmed.

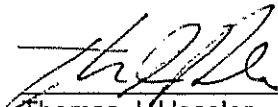
### SECTION 2

That an intergovernmental agreement, attached and made a part hereof, between the Arizona Department of Transportation and the City of Sierra Vista for the purpose of having the City provide emergency maintenance and repair services on traffic signals located in the area in and around the City as provided in the Agreement, be, and hereby is approved.

### SECTION 3

The City Manager, City Clerk, City Attorney or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA THIS 11th DAY OF MARCH 2004.

  
\_\_\_\_\_  
Thomas J. Hessler  
Mayor

Approval as to Form:

  
\_\_\_\_\_  
Stuart L. Fauver  
City Attorney

Attest:

  
\_\_\_\_\_  
Jack D. Cooke  
City Clerk

Prepared by: D. Michael Clawson, Purchasing Manager



OFFICE OF THE ATTORNEY GENERAL  
STATE OF ARIZONA

CIVIL DIVISION  
TRANSPORTATION SECTION  
WRITER'S DIRECT LINE: 602.542.8855

TERRY GODDARD  
ATTORNEY GENERAL


**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR04-0131TRN (**JPA 03-130**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: April 15, 2004.

TERRY GODDARD  
Attorney General

  
\_\_\_\_\_  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED/mjf  
Attachment  
839615